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APR 16 2024
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

IN RE: BLACKHAWK NETWORK DATA BREACH LITIGATION

This Document Relates To: ALL ACTIONS

Case No. 3:22-cv-07084-CRB

**APPEARANCE; MOTION FOR CLARIFICATION AND/OR TO
EXTEND THE TIME FOR FILING OBJECTIONS, OPT OUT, AND
CLAIMS; PROVISIONAL OBJECTIONS; AND, MOTION TO
COMPEL ARBITRATION**

I appear per 28 USC 1654.

On April 7, 2024, Blackhawk notified me by email letter that I was subject to the data breach re www.myprepaidcenter.com. This was the first notification. The class is vague in this case as it used the term persons who "received" a letter when they did not mail everyone a letter. I inquired prior to all these deadlines to Blackhawk/Pathward – about two months ago – and have not had a chance to study the settlement because they didn't tell me I was a member. Blackhawk only told me on April 7, 2024, and they deliberately waited two months to tell me from my inquiry.

I lost a lot of money because Blackhawk stole the funds on my card and kept them. The card promised to me required no registration and was to be pre-activated, but because of the breach they froze my funds. The pool of money is inadequate to pay all these people affected because some had thousands of dollars on their card and cannot access it. This is different than a hacker just getting some numbers. See the absurdity Blackhawk/Pathward demands from me because they lost my data.

Nobody knows if they are a member of this class or not. The claim form tells people to file only if they got a letter, but the class description waives everyone even if they got no letter.

I would file better and more clear objections and need more time because of this late notification. I request until May 10, 2024, to file objections, opt out, or a claim.

Provisionally – without fully being able to review the settlement, I object because the objection deadline is not fair due to the late notifications by Blackhawk. I also object because people do not realize they are class members because their agreement is with Pathward Bank so they do not scan for Blackhawk data breaches thinking that Pathward controls their data. I object because the pool is grossly inadequate based on the number of people affected. The claims form is unfair, it says it applies to people who received a letter from Blackhawk, but does that really mean people who “were sent a letter but did not receive it”? and “people who were notified by email but received no letter”? or “people who were sent no letter or notification but were affected”? Or people like me who received notice on April 7, 2024, for the first time? This is unfair and inappropriate.

Also as the agreement's terms are not finalised, why would people have to opt out? Often through the objection process, the Court's approval changes or modifies the agreement. First should come the finalisation and approval and only then would people be in a position to opt out. For example, a person might not like the attorney fees requested, so they opt out. But after, the court reduces the fees and they might find that agreeable, but they already opted out because they thought it was something different.

So generally for all people, an opt out and claim deadline should come only after the court sets the terms. It seems to violate due process to do it backwards.

The case is objectionable as well as Pathward should be the defendant. It is an indispensable party. All the agreements are with Pathward, not Blackhawk. In other words, people like me have a contract with Pathward. Pathward gave Blackhawk control over everything, but the contract is still with Pathward.

People don't even know what the data breach consisted of. We don't know what data was lost, Blackhawk/Pathward won't tell us.



Finally, there is an arbitration agreement. The agreement states class actions are not authorised. The agreement states that all cases go to arbitration. Blackhawk/Pathward is to pay for the arbitration. They are to advance the fees. I was just notified on April 7 2024 about the data breach. I want to proceed to arbitration. Under the FAA, this Court cannot maintain a class action without permission from the people who entered arbitration agreements. I am complying with the notice provisions of the arbitration and I want this case stayed while we go to arbitration (I was just notified of the breach April 7 2024, so my notice of demand for arbitration will be timely as I will do it in the next 10 days). This whole case seems to be a scam to avoid telling people precisely how their accounts were affected.

Imagine if people find out months or even years from now that their accounts were affected and, because Blackhawk did not give them notice, when they do find out they will try to say the arbitration or lawsuit is barred.

This Court needs to ask itself:

Questions this Court must ask itself:

1. How many people were affected?
2. How many people were affected who did not "receive" a letter from Blackhawk?
3. How many people were affected who were not "sent" a letter from Blackhawk?
4. Are there people affected and Blackhawk does not know their address to notify them? (Some cards you buy and they aren't registered).
5. What kind of data was released?
6. Does Blackhawk even know how many people were affected?
7. Why did Blackhawk wait until April 7 2024 to notify me when my inquiry was February 21, 2024. Why didn't I receive notice from the claims administrator?
8. How can this Court proceed and force people into the class when there exists an arbitration agreement in EACH AND EVERY BLACKHAWK contract that specifically prohibits class actions?

Its also objectionable for there to be this waiver– especially if people do not know they are a settlement member: GENERAL RELEASE



DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOUR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. People don't know or suspect they had a claim because Blackhawk did not tell them.

Another problem is you cannot file a claim online without a notice number. There's simply no way to do it. It asks for: Notice ID and Confirmation Code. I did not receive a notice ID or Confirmation Code. I received only an email from Blackhawk on April 7 2024 that said I was affected.

There's also a complete difference between this Court's description of the class and the claim form. The Order of December 15 2023 says the class is "All individuals whose Personally Identifiable Information or payment card information (which includes a card account number, the CVV or CVV2 number or equivalent and/or expiration date) was impacted in Blackhawk Network Inc's Data Security Incident. However, the paper claim form says, "This claim form should be filled out if you are an individual who received notice of a Data Security Incident that Blackhawk Network, Inc. d/b/a Blackhawk Engagement Solutions ("Blackhawk") disclosed in October 2022 pertaining to unauthorised access to payment card information about certain prepaid cards being managed by users through MyPrepaidCenter.com." THESE ARE TWO COMPLETELY DIFFERENT DESCRIPTIONS. So people are told to file a claim only if they received a notice. Couple that with the inability to file a claim online.

Another problem with the settlement is that they promised enhanced security, yet Blackhawk demands that clients send in sensitive personal data, including identification and the card, by insecure email. This violates every PCI and security standard that exists as to retention of card data and personal information.

M BROWN

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Sun, Apr 7, 2024 9:02 AM

Case CS12401424 is Pending More Information

From: BHN Customer Service <digitaldpsupport@blackhawk-net.com>

To: brown@vagasspins.com

Information Pending

Subject: question

Hello,

Additional information is required to resolve your inquiry.

This is in reference to CS12401424. Please see below for the requested details and kindly provide a response within three business days. Thank you!

Comments:

Hello Mabel,

Thank you for contacting cardholder services and for the opportunity to assist you with your card with this case number CS12401424.

Yes, was impacted your card. For us to continue working on this request and to be able to unblock the card, we will kindly ask you to reply to this email with the following information:

- A picture of the front and the back of the card in hand
- A copy of a utility bill (phone, electricity, water) that includes your name and mailing address.
- A valid photo ID that includes your mailing address
- Name
- Address
- Email address
- Phone number

Once the documents above are received and validated, a replacement will be processed.

Once the documents above are received and validated, a replacement will be processed.
Please note that the time frame for the card to be mailed is 7 -10 business days.

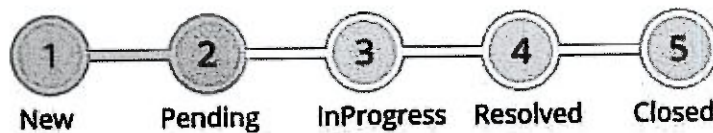
We will be looking forward to hearing from you.

Regards,
Alexis T.
Client Experience Specialist.

Note: You can also create or view cases and perform a lot of self-services within our New Portal. In case you don't have access yet, please contact your AM (Account Manager).




Case Status Tracker (Pending)



What Next?

Our customer service team will reach out to you shortly regarding your issue. [click here](#) to update your contact information.

Any Questions?

 [Click here](#) to reply.

[Unsubscribe](#) | [Notification Preferences](#)

Ref:MSG37570668



Card Number:

** **** 4257

Available Balance:

\$2,901.26

Summary

Beginning Balance on 03/10/2024 \$2,901.26

Ending Balance on 04/10/2024 \$2,901.26

Fees Year to Date: 2024 \$0.00

TransactionHistory

| Date | Description | Status | Money In/Out |
|------|-------------|--------|--------------|
|------|-------------|--------|--------------|

List of all fees ("Long Form") for Disbursements Prepaid Mastercard Card

| All fees | Amount | Details |
|--|---------|--|
| Get Started | | |
| Card purchase | \$0 | |
| Spend money | | |
| POS Transactions With PIN | \$0 | Per purchase |
| POS Transactions Without PIN | \$0 | Per purchase. POS transactions without PIN include both signature-based transactions and all PIN-less transactions without a signature |
| Get cash | | |
| ATM Withdrawal Fee - U.S./Domestic | \$2.50 | This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction. |
| Information | | |
| Customer Service (automated or live agent) | \$0 | |
| ATM Balance Inquiry – U.S. | \$1.00 | This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction. |
| Using your Card outside the U.S. | | |
| Foreign Transaction Fee | 2% | Of the U.S. dollar amount of each transaction. |
| ATM Withdrawal Fee - International | \$3.50 | This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction. |
| ATM Balance Inquiry - International | \$1.00 | This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction. |
| Other | | |
| Inactivity Fee | \$5.95 | You will be charged \$5.95 each month after you have not completed a transaction using your card for 12 months. |
| Card Replacement Fee | \$6.95 | Card Replacement Fee for lost or stolen cards. If your card has expired, a fee will not be charged. |
| Expediated Delivery Fee | \$20.00 | Fee for expedited shipping. |
| Check Request Fee | \$10.00 | If you opt to have a check issued for the value on your card, this fee will be removed from your balance prior to check being issued. |

Your funds are eligible for deposit insurance up to the applicable limits by the Federal Deposit Insurance Corporation ("FDIC"). Your funds will be held at Pathward®, N.A. or placed by Pathward as custodian at one or more participating FDIC-insured banks (each a "Program Bank"). In the event the FDIC were to be appointed as a receiver for Pathward or a Program Bank, your funds, aggregated with any other funds you have on deposit at such institution, would be eligible to be insured up to \$250,000 for each legal category of account ownership, subject to compliance with FDIC deposit insurance requirements. You are responsible for monitoring the total amount of all direct or indirect deposits held by you or for you with Pathward and the Program Banks for purposes of monitoring the amount of your funds eligible for coverage by FDIC insurance. To assist with calculating your FDIC deposit insurance coverage, the FDIC has an Electronic Deposit Insurance Estimator available at <https://edie.fdic.gov>. For more information, see also <https://www.fdic.gov/deposit/deposits/prepaid.html>.

No overdraft/credit feature.

Contact Customer Service by calling 833-249-7650, by mail at P.O. Box 9018; Coppell, TX 75019, or visit www.myprepaidcenter.com.

For general information about prepaid accounts, visit cfpb.gov/prepaid. If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.

Disbursements Prepaid Mastercard Cardholder Agreement**CUSTOMER SERVICE CONTACT INFORMATION:**

Address: P.O. Box 9018; Coppell, TX 75019

Website: www.MyPrepaidCenter.com

Phone Number: 833-249-7650 (toll free in USA); 339-234-6415 (outside USA)

IMPORTANT NOTICES:

- (1) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION ("ARBITRATION CLAUSE" SECTION) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.
- (2) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE ON THE CARD. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE THE CARD BALANCE.
- (3) BY ACCEPTING, SIGNING, OR USING THIS CARD, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.
- (4) THIS CARD IS BEING PROVIDED AS THE SOLE METHOD TO RECEIVE YOUR FUNDS DISBURSEMENT. CONSULT THE CORPORATE SPONSOR IF YOU HAVE ANY QUESTIONS REGARDING DISBURSEMENT, AS YOU MAY NOT HAVE RECOURSE IF YOU DISPOSE OF OR CHOOSE NOT TO USE THIS CARD.
- (5) BY USING THIS CARD, YOU ARE ALSO AGREEING TO PATHWARD®, NATIONAL ASSOCIATION'S PRIVACY POLICY (ATTACHED). PROGRAM MANAGERS MAY HAVE DIFFERENT PRIVACY PRACTICES, SO IT IS IMPORTANT YOU REVIEW THEIR POLICY AS WELL, IF APPLICABLE.

This Cardholder Agreement ("Agreement") sets forth the terms and conditions under which the Disbursements Prepaid Mastercard ("Card") has been issued to you by Pathward, National Association. "You" and "your" means the person or persons who have received and are authorized to use the Card as provided for in this Agreement. "We," "us," and "our" mean collectively, Pathward, National Association, a federally-chartered bank, member FDIC, and its divisions or assignees, and also includes, unless otherwise indicated, our Program Manager. "Program Manager" refers to Blackhawk Network, Inc., who performs certain services related to your Card on Pathward, National Association's behalf. "Corporate Sponsor" means the company who has directly or indirectly established this Card for the purpose of disbursing funds to you. The Card is nontransferable, and it may be canceled at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference. Your full fee schedule, otherwise known as the "Long Form," is attached to and considered part of this Agreement.

1. ABOUT YOUR CARD

Your Card is a prepaid card, which allows you to access funds loaded to your Card account by the Corporate Sponsor. You should treat your Card with the same care as you would treat cash. We encourage you to sign your Card when you receive it. This Card is intended for personal, family, or household use and not intended for business purposes. Your Card account does not constitute a checking or savings account and is not connected in any way to any other account you may have. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. You will not receive any interest on the funds in your Card account. We may close your Card or refuse to process any transaction that we believe may violate the terms of this Agreement or represents illegal or fraudulent activity. You are responsible for notifying us immediately upon any change to your address, phone number, or email address. If your address changes to a non-US address, we may cancel your Card and return funds to you in accordance with this Agreement.

If you would prefer to obtain the funds on the Card by check, you must call the Customer Service Number and request the funds be disbursed to you via check. There is a fee for issuing a check (a "Check Request Fee"), as noted in the Fee Chart above. A check may take up to 30 days to be processed and delivered to you domestically, and up to 45 days internationally. If your card is non-reloadable, as stated on the card plastic, effectively immediately upon your request for a check, this Card will no longer be valid.

Pathward, N.A. will act as custodian of your funds upon its receipt of your funds. Once your Card is activated, you will be able to provide Pathward, as custodian, with instructions about the funds accessible through the Card. Activation of the Card authorizes us to hold your funds at Pathward or as custodian to place your funds at one or more participating FDIC-insured banks (each a "Program Bank"). Visit www.pathwardprogrambanks.com to find the most up-to-date list of Program Banks. If you do not agree to your funds being held by us at Pathward or placed by Pathward as custodian at other Program Banks, please immediately transfer or spend all the funds on your Card. For more information on FDIC deposit insurance limits and related conditions, please refer to the Long Form section at the beginning of this Agreement.

2. REGISTERING YOUR CARD

You are not required to register your Card. If you choose not to do so, you will be limited in functionality and protections, as indicated throughout the Agreement. If you would like to enable additional functionalities such as online or phone purchases, or ensure your Card is protected by FDIC insurance, you must register your Card. You can do so by going to www.myprepaiddcenter.com or calling Customer Service.

3. BUSINESS DAYS

For purposes of this Agreement, our business days are Monday through Friday, excluding Federal holidays. Customer Service hours may differ.

4. USING YOUR CARD**a. Accessing Funds**

You have arranged to have funds transferred directly to your Card from the Corporate Sponsor through Automated Clearing House ("ACH") loads. This is the only load method for your Card account. Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and applicable fees. If you use your Card number without presenting your Card (such as for an internet transaction, a mail order or a telephone purchase), the legal effect will be the same as if you used the Card itself. You may use your Card to purchase or lease goods or services wherever your Card is honored as long as you do not exceed the value available in your Card account.

You CANNOT use your Card to: (i) exchange your Card for its cash value; (ii) perform any illegal transactions; (iii) use the bank routing number and account number to make a debit transaction with any item processed as a check (these debits will be declined and your payment will not be processed); (iv) make business-related transactions; or (v) use your Card for purchases where recurring payments may occur, such as recurring bill payments, subscriptions, memberships, rentals, etc.. In addition, YOU ARE NOT PERMITTED TO EXCEED THE AVAILABLE AMOUNT IN YOUR CARD ACCOUNT THROUGH AN INDIVIDUAL TRANSACTION OR A SERIES OF TRANSACTIONS. Nevertheless, if a transaction exceeds the balance of the funds available in your Card account, you will remain fully liable to us for the amount of the transaction and agree to pay us promptly for the negative balance. If your Card has a negative balance, any deposits will be used to offset the negative balance. We may also use any deposit or balance on another Card you have with us to offset a negative balance on this Card.

Split Transactions: If you do not have enough funds available in your Card account, you may be able to instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with another form of payment. These are called "split transactions." Some merchants do not allow cardholders to split transactions or will only allow you to do a split transaction if you pay the remaining amount in cash.

b. Limits

| Load, Withdrawal and Spend Limits* | |
|---|--|
| Load Limitations | Limit |
| Maximum Card Balance at any time | \$10,000 |
| Total number of times the Corporate Sponsor can reload your Card | If the word "NON-RELOADABLE" is printed on your card, the Corporate Sponsor cannot reload your Card. Otherwise, there are no limits to the number of times the Corporate Sponsor can reload your Card, but your balance cannot exceed the Maximum Card Balance |
| Maximum amount of Corporate Sponsor loads | \$10,000 |
| Withdrawal Limitations | Limit |
| Total number of ATM withdrawals | Two (2) ATM cash withdrawals per day |
| Maximum amount of ATM cash withdrawal | No more than \$500 total per twenty-four (24) hours |
| Spend Limitations | Limit |
| Maximum amount in Point of Sale Signature or Point of Sale PIN Transactions | There are no specific dollar limitations for POS transactions; however, we may decline any transaction if we reasonably suspect illegal or unauthorized use of your Card |
| * Third parties may impose additional limitations. | |

c. Foreign Transactions

If you obtain your funds (or make a purchase) in a currency or country other than the currency or country in which your Card was issued ("Foreign Transaction"), the amount deducted from your funds will be converted by the network or card association that processes the transaction into an amount in the currency of your Card. The rate they choose is either: (i) selected from the range of rates available in wholesale currency markets (which may vary from the rate the association itself receives), or (ii) the government-mandated rate in effect for the applicable central processing date. The conversion rate selected by the network is independent of any fee that we charge as compensation for our services. You will be charged a fee for Foreign Transactions in U.S. dollars equal to 2% on the total amount of the transaction. If the Foreign Transaction results in a credit due to a return, we will not refund any fee that may have been charged on your original purchase.

5. CONFIDENTIALITY

We may disclose information to third parties about your Card account or the transactions you make:

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your Card account for a third party, such as merchant;
- (3) In order to comply with government agency or court orders, or other legal reporting requirements;
- (4) If you give us your written permission;
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- (6) As otherwise necessary to fulfill our obligations under this Agreement.

6. DOCUMENTATION**a. Receipts**

You may be able to get a receipt at the time you make any transfer to or from your account using an ATM or point-of-sale terminals. You may need a receipt in order to verify a transaction with us or the merchant.

b. Account History and Balance

You may obtain information about your Card balance by calling Customer Service. This information, along with a 12-month history of account transactions, is also available online at the Website mentioned above.

You also have the right to obtain at least 24 months of written history of account transactions by

calling or by writing Customer Service. You will not be charged a fee for this information unless you request it more than once per month.

7. TRANSACTIONS AND PREAUTHORIZED TRANSFERS

a. Right to stop payment and procedure for doing so

You are not permitted to use your Card to make recurring payments (such as recurring bill payments, subscriptions, memberships, rentals, etc.), and we will decline these payments if you attempt to make them.

b. Our liability for failure to complete transactions

If we do not complete a transaction to or from your Card account on time or in the correct amount according to our Agreement with you, we will be liable for your losses and damages proximately caused by us. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough funds available in your Card account to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (4) If an electronic terminal where you are making a transaction does not operate properly and you knew about the problem when you initiated the transaction;
- (5) If access to your Card has been blocked after you reported your Card or PIN lost or stolen;
- (6) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (9) For any other exception stated in our Agreement with you.

c. ATM Fees

When you use an ATM not owned by us, you may be charged a fee by the ATM operator (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

d. Authorization Holds

With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Card may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds.

8. ADDITIONAL TERMS OF THE AGREEMENT

a. Personal Identification Number ("PIN")

If you wish to make PIN debit purchases, you may obtain a PIN by visiting the Website or calling the Customer Service Number. **Cards cannot be used to obtain cash back in any purchase transaction.** You should not write or keep your PIN with your Card. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that there has been unauthorized access to your PIN, you should contact Customer Service immediately, following the procedures in the section labeled "Unauthorized Transactions."

b. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, the return and refund will be handled by the merchant. If the merchant credits your Card, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

c. Card Replacement and Expiration

If you need to replace your Card for any reason, please contact Customer Service to request a new Card, but note that we will charge a Card Replacement Fee. See Long Form for applicable fees. Please note that your Card has a "Valid Thru" date on the front of the Card. You may not use the Card after the "Valid Thru" date on the front of your Card. However, even if the "Valid Thru" date has passed, the available funds on your Card do not expire. You will not be charged a fee for replacement cards that we send due to expiration of the Card.

d. Authorized Users

If you allow another person to use the Card, you will be responsible under this Agreement for all transactions made by that person, regardless of whether you intended to be responsible for all of them, as well as all associated fees and charges, even if any of those transactions, fees or charges caused your balance to go negative.

e. Communications

You agree that we may monitor and record any calls or other communications between us and you. You also agree that we or our service providers may contact you with any contact information you provide to us, including cellular and wireless phone numbers, landline numbers, and email addresses. You also agree that we or our service providers may contact you by using an automated dialing or email system, by text, or artificial or recorded voice. You agree to pay any service charges assessed by your plan provider for communications we send or make to you or that you send or make to us.

9. UNAUTHORIZED TRANSACTIONS

If you believe your Card has been lost or stolen or an unauthorized transaction has been made using the information from your Card without your permission, contact Customer Service IMMEDIATELY. We will ask for the Card number and other identifying details. We may not be able to assist you if you do not have the Card number. We may not be able to assist you if

you do not contact us within 60 days of the unauthorized transaction. We will charge a fee as noted in the fee table above (subject to applicable law) for any lost/stolen Card, which will be deducted from the balance on the Card. A reissued Card may take up to 30 days to process. **Your registered Card may have some additional protections against unauthorized use:** Under Mastercard's Zero Liability Policy, your liability for unauthorized transactions on your Mastercard-branded Card is \$0.00 if you notify us promptly upon becoming aware of the loss or theft, and you exercised reasonable care in safeguarding your Card from loss, theft, or unauthorized use. This policy limiting your liability does not apply to debit transactions not processed by Mastercard, certain commercial transactions, or unregistered cards.

10. LEGAL NOTICES

a. English Language Controls

Translations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

b. Account Closure

You may close your Card at any time by contacting Customer Service. Your request for Card closure will not affect any of our rights or your obligations arising under this Agreement prior to the request. Should your Card account be closed, we will issue you a credit for any unpaid balances, subject to fees as disclosed in the Long Form. We reserve the right to close your Card account should you complete or attempt to complete any of the prohibited actions in this Agreement.

c. Assignability

You may not assign or transfer your Card or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in your Card account. If we assign our rights, you will get a notification from us.

d. Legal Process

Regardless of where or how we are served, we will comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant we believe to be valid relating to you or your Card. You agree that we will honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Card account records are maintained. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any applicable state or federal law. We will enforce a right of security interest against any of your Card accounts in order to reimburse us for our fees and expenses, including attorneys' fees, court costs and expenses, in complying with legal process. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed, even if such action results in insufficient funds to satisfy an obligation you may have incurred. We may deduct such expenses from your Card account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process. When we receive an order instructing us to restrict access to funds in a Card account, we may remove the funds from the account and maintain them separately.

e. Other Terms

You will be notified of any change to this Agreement in the manner required by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement will not be affected. This Agreement will be governed by the law of the state of South Dakota except to the extent governed by federal law. Should your Card have a remaining balance after a certain period of inactivity, we may be required to remit the remaining funds to the appropriate state agency.

11. PRIVACY

We may provide information to our employees, auditors, affiliates, service providers, or attorneys as needed, or to any third party if you give us your written permission. We may also collect: (1) Information about purchases made with the Card, such as date of purchase, amount and place of purchase; (2) Information you provide to us when you register a Card, or for replacement Cards, or when you contact us with customer service issues, such as name, address, phone number. We may also disclose information about the Card or the transactions you make to third parties in order to: (1) complete transactions; (2) verify the existence and condition of the Card for a third party, such as merchant; (3) provide customer services; (4) process claims for lost or stolen Cards; (5) help protect against fraud and to conduct research and analysis; or (6) comply with government agency or court orders, or other legal reporting requirements.

12. JURY TRIAL WAIVER

YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER WILL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE ARBITRATION CLAUSE SET FORTH IN THE FOLLOWING SECTION, WHICH CONTAINS ITS OWN JURY TRIAL WAIVER.

13. ARBITRATION CLAUSE

We have put this Arbitration Clause in question and answer form to make it easier to follow. However, this Arbitration Clause is part of this Agreement and is legally binding. For purposes of this section, our "Notice Address" is: Pathward, N.A., Attn: Customer Service, 5501 S Broadband Ln, Sioux Falls, SD 57108.

Background and Scope.

| Question | Short Answer | Further Detail |
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| What is arbitration? | An alternative to court | In arbitration, a third party arbitrator ("Arbitrator") solves Disputes in an informal hearing. |
| Is it different from court and jury trials? | Yes | The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards. |
| Can you opt-out of this Arbitration Clause? | Yes, within 60 days | If you do not want this Arbitration Clause to apply, you must send us a signed notice within 60 calendar days after you acquire the Card. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address and Card number. State that you "opt out" of the Arbitration Clause. |
| What is this Arbitration Clause about? | The parties' agreement to arbitrate Disputes | Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate or require arbitration of any "Dispute" as defined below. |
| Who does the Arbitration Clause cover? | You, us and certain "Related Parties" | This Arbitration Clause governs you and us. It also covers certain "Related Parties": (1) our parents, subsidiaries and affiliates; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us. |
| What Disputes does the Arbitration Clause cover? | All Disputes (except certain Disputes about this Arbitration Clause) | This Arbitration Clause governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Clause, the word "Disputes" has the broadest reasonable meaning. It includes all claims even indirectly related to your Card or this Agreement. It includes claims related to the validity in general of this Agreement. However, it does not include disputes about the validity, coverage or scope of this Arbitration Clause or any part of this Arbitration Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide. |
| Who handles the arbitration? | Usually AAA or JAMS | Arbitrations are conducted under this Arbitration Clause and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Arbitration Clause do not apply. The arbitration administrator will be either: <ul style="list-style-type: none"> • The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org. • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com • Any other company picked by agreement of the parties. If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Arbitration Clause. The arbitrator will be selected under the administrator's rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree. |
| Can Disputes be litigated? | Sometimes | Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis. |
| Are you giving up any rights? | Yes | For Disputes subject to this Arbitration Clause, you give up your right to: 1. Have juries decide Disputes. 2. Have courts, other than small-claims courts, decide Disputes. 3. Serve as a private attorney general or in a representative capacity. 4. Join a Dispute you have with a dispute by other consumers. 5. Bring or be a class member in a class action or class arbitration. We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate. |
| Can you or another consumer start a class arbitration? | No | The Arbitrator is not allowed to handle any Dispute on a class or representative basis. All Disputes subject to this Arbitration Clause must be decided in an individual arbitration or an individual small-claims action. This Arbitration Clause will be void if a court rules that the Arbitrator can decide a Dispute on a class basis and the court's ruling is not reversed on appeal. |
| What law applies? | The Federal Arbitration Act ("FAA") | This Agreement and the Cards involve interstate commerce. Thus, the FAA governs this Arbitration Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings. |
| Will anything I do make this Arbitration Clause ineffective? | No | This Arbitration Clause stays in force even if: (1) you or we end this Agreement; or (2) we transfer or assign our rights under this Agreement. |

Process.

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| What must a party do before starting a lawsuit or arbitration? | Send a written Dispute notice and work to resolve the Dispute | Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address. You or an attorney you have personally hired must sign the notice and must provide the Card number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis. |
| How does an arbitration start? | Mailing a notice | If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Arbitration Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop. |
| Will any hearing be held nearby? | Yes | The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you. |
| What about appeals? | Very limited | Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the arbitrator's award. |

Arbitration Fees and Awards.

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| Who bears arbitration fees? | Usually, we do. | We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and ask us to pay. |
| When will we cover your legal fees and costs? | If you win | If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount. |
| Will you ever owe us for arbitration or attorneys' fees? | Only for bad faith | The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Clause invalid. |
| Can an award be explained? | Yes | A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing. |